

1885-041 Chancery Causes: A. R. Surgenner vs. John H. Snodgrass
Lee Co.

Carnical, Sullivan, Poteet, Richmond

CA-Debt
T-Property

Oversize Box 1 ;
- 1 Plat

- Land Survey
- Deed

To the Hon. John A. Kelly Judge
of the Circuit Court of Lee Co Va
Your orator A. R. Surgenor,
Humbly Complaining sheweth
unto your Honor, that at the November
term of this Honorable Court, John
H. Snodgrass obtained a Judgement
by default against your orator for
the sum of \$200. with interest thereon
from the first day of Jan. 1880, and
Costs at law. Subject to a Credit of
\$41.42. paid April 1881; and \$5.00 paid
Aug 24th. 1881; and \$75. paid on the
day of 188 - This Judgement
was rendered against your orator, and
S. S. Surgenor, and A. S. Cox his securities
therein. The bond upon which this
Judgement was rendered, was for the
last payment of the purchase price
of a tract of land situated in this
County on the waters of Powell's river
some 2 or 3 miles S. E. from Jonesville,
known as the John Hanel place. This
tract of land was in the possession of
your orator, some four or five years
ago, when said Snodgrass sued your
orator in ejectment for the same, or
a part thereof. That is he sued

Your orator's vendor - That suit was pending for a year or two in this Honorable Court, when at length the matters in Controversy were compromised and your orator with his securities aforesaid undertook to pay said Snodgrass the sum of \$600, all of which has been paid except the Judgement aforesaid.

Upon this compromise and the giving of the security aforesaid, the said Snodgrass undertook to convey to your orator the lands so purchased as aforesaid to him by a good deed with Covenant of General Warranty the lands so sold.

The said Snodgrass did so make and execute a deed, but it did not embrace the signature of his wife, and for that purpose it was taken by said Snodgrass to procure her signature and when returned was found to be only a deed for special warranty; and since that time no deed has been tendered by your orator for said land ~~to~~ ^{purchased by him as aforesaid.}

Your orator now alleges that before the rendition of the Judgement aforesaid the said Snodgrass, had settled and compromised two other ejectment suits then pending, by him and others against

Wm Sullivan, H. S. Preston and S. H. Minter
in this Honorable Court, and in this last
named Compromise the said Snodgrass
surrendered and gave up to these last-
named parties about 12 acres of the land
so sold & given up to your orator in
the Compromise with him, this land so
surrendered & given up by the said Snodgrass
to Sullivan Minter & Preston is worth at
least \$150. And your orator avers that
the said Snodgrass cannot convey these
lands, so as to clothe your orator
with the legal title or transfer the same to
him - your orator alleges that he has re-
fused to accept the defective deeds
heretofore presented to him, and that now
a deed however perfect on its face
would be wholly inoperative for the
purpose of conveying said lands.

Your orator alleges that execution is
now in the hands of the sheriff of this
County for collection, and if collected
off of your orator he will be greatly
ruined as he has no deed for the land
and may be put to the expense & trouble
of bringing his suit for that purpose.
Besides he does not owe one
cent of that sum when a proper

allowance is made for the land
so lost as aforesaid.

The object of this bill is therefore to
enjoin and inhibit the said John H.
Snodgrass his agents or attorneys from
collecting said judgement or any
part thereof. And to compel the
said Snodgrass to convey by deed
such of said lands as he has title
to, and to discount said judgement
to the extent thereof against the lost
lands aforesaid. And that your orator
have a decree over against him the
said Snodgrass for the sum over
paid him.

The prayer of your
orator therefore is that said John H.
Snodgrass be made a party defend-
ant to this bill and answer its
allegations upon oath, and upon a
hearing a decree be rendered perpetually
enjoining and inhibiting the collection of
said judgement; and that a decree be
rendered against said Snodgrass for
amount over paid him. And that he
be decreed to convey the land so sold
as aforesaid by deed of General warranty
in which all contingent claims are
released and for all other just and
General relief that may supra issue.

A. L. Ordinaire

Virginia Lee Cor
This day A. R.
sonally appear
undersigned
the foregoing fo
Bill are true
his own knowle
made upon my
from others he
be true. Given under
3rd day of July
J. A. Co.

P.
A. R. Surgenor

v 3

Bill Chy

John H. Snodgrass

Injunction granted.
Bond, pursuant to law,
with good security, in
sum of \$250, required.

Jn. A. Kelly
July 7. 1883

Defts costs 7.37
3 .50
Surgeor 2.50
J.P. 1.50

Defts costs re court

6 4.21
15.00
8 1.40
J.P. 1.50
\$22.11
1.00
23.11

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va

The. Demurrer and answer of John H.
Snodgrass, to a bill exhibited against him in
this Honorable Court by A.R. Surgenor.

This respondent says that the Plaintiffs bill
is not sufficient in law to call upon him to
answer in this Honorable Court, but that there
is good cause of demurrer thereto, and he does
accordingly demur & prays, Judgment &c.

And not waving his said demurrer but rely-
ing and insisting thereon, should further answer
be required he answers and says, It is not
true that this respondent at the November Term
of this Honorable ^{Court}, obtained a judgment by de-
fault, or otherwise against the said A.R. Surgenor
J.S. Surgenor & A.S. Cox, for the sum of \$200⁰⁰
with interest thereon from the 1st day of January
1880, ~~and~~ Costs at law, subject to a credit of
\$41.42, paid April 1881, \$5.00 paid August 24th
1881. and \$75⁰⁰ paid on the day of
188. Nor did respondent at said November
Term ~~1880~~ obtain any judgment for any sum
against the said complainant, nor against the
said complainant and J.S. Surgenor & A.S. Cox
his sureties. He has no such judgment, he
claims. no such judgment, he is not asking
and has not sought to collect any such judge-
ment, ^{by execution or otherwise} as the said complainant has mentioned,

in his bill, and such being the facts respondent
forays. That Plaintiff's bill be dismissed, and that he
Respondent be given his costs &c.

Respondent says that it is true that Plaintiff did
execute to him three notes for \$200 each for the
price of land sold by the Respondent to the Plaintiff
that this land is situated on the waters of Powell's
river in said County, some 2 or 3 miles S. E. from
Jonesville. It is also true that these lands were
in the possession of the Vendor of the Plaintiff
at the time said notes were executed, it is also true
that said respondent had instituted actions of
Ejectment against Samuel Pott & others who
were on said land claiming under the Plaintiff
It is also true that the matters in controversy in
said suit in Ejectment were compromised, and by
the terms of that compromise the said Plaintiff
was to pay to Respondent \$1000, for which he ex-
ecuted his said three notes aforesaid, And in con-
sideration thereof Respondent undertook to
convey, to the said Surgeon, by a good deed the
lands in controversy in said suit, that is the lands
which were in the possession of the said Pott and
the other defendants against whom said actions
of Ejectment had been instituted and were then
pending and no other lands. He did not under-
take to convey, and it was no part of the agree-
ment that he should convey to the said Surgeon
any lands that were then in the possession of any

Other persons whatever save and except The lands which were in The possession of said Defendants in said actions of Ejectment and These defendants were Samuel Poter H^{on} Ball and Franklin Coe, nor did respondent agree to convey said lands with covenants of general Warranty. The conveyance was agreed to be made on a compromise, for which respondent was selling and parting with the land for much less than its true value, and The Plaintiff did ask respondent to make him a deed of general warranty, to which The respondent objected because he was not getting full value for said land, but respondent informed The Plaintiff that a special warranty from, in that instance would give to him full and perfect title to said land. At The time of said compromise respondent did prepare a deed conveying said land to said Surgeon with covenants of Special Warranty, (not general warranty) and Tended it to The Plaintiff which deed The said Plaintiff took to his Counsel M^r D Lane, as Respondent understood, for examination, and on his return, he objected to said deed because respondents wife had not joined in it but he made no other objection whatever to said deed, and it was then agreed that the notes which had been prepared and signed by The said Plaintiff S. S. Surgeon & N. S. Coe for said land should be deposited with M. D. Richmond to be held by him that respondent should ~~take said deed home with~~

~~to the County of Waco, and~~ prepare another deed just
like it as to warranty, miles bounds &c, except that
respondent's wife should join in it. This deed
respondent was to bring back deliver it to Mr
Richmond, and lift said notes, With this agree-
ment respondent complied in every particular
He prepared said deed exactly as he agreed to
do, had it signed sealed and properly acknowl-
edged both by himself and wife, delivered it
to Mr Richmond and got said notes, This deed
is now filed as part here of record (A)

Respondent heard nothing further upon the mat-
ter until sometime thereafter when he was at Jones
ville on one occasion, and the said Surgen said
to Respondent, That his (Surgen's) vendors were
objecting to his deed of special Warranty, and that
it would be a great favor to him if Respondent
would lift the deed already made and make
one of general warranty and that if respondent
would do so he would pay him \$75 for, it res-
pondent assented to this, but Plaintiff said noth-
ing more about it, ^{and did not deliver said deed to respondent nor did respondent lift it} matters went on in this way
until respondent commenced paying payment
of this last note, long after it was due, when he
was informed by his Counsel that Surgen was
demanding a deed of general Warranty, and
knowing that he had no right to demand such
a deed according to the terms of said compro-
mise respondent came to see said Surgen,

when he Surgeon insisted That respondent by
the terms of said compromise was to make a general
Warranty deed to said land, and that he had respondent's
obligation for such a deed, Respondent then &
there demanded said obligation, and informed said
Surgeon That he was ready and willing to comply with
any agreement or any obligation he had ever entered
into with him, but said Surgeon did not would
not and could not produce any such obligation
Nor has he filed or alluded to such obligation in
his bill, Where is such obligation if one exists? and
why is it not produced? as it would be much better
evidence of its contents than a mere assertion is.

But respondent knowing ^{his} title to be good, under
advice of his counsel made and executed to
the said Surgeon a deed to said lands with cov-
nants of general warranty, This deed he left
with James H Orr to be delivered to the said Sur-
geon, and he is informed and here charges and
alleges That said Orr did tender said deed to
said Surgeon on the 3rd day of July 1883 which
was before the institution of this suit by said
Surgeon and before he started off by mail
his bill asking for an injunction. In fact it was
on the very day That he swore to said bill of in-
junction ~~but~~ before he took said oath, said
deed is now filed marked B, and is prayed to be con-
sidered as part hereof. This deed it will be seen
on inspection, shows of course the same land that

is embraced in the deed before referred to as White
it (A). And it will be further seen by an in-
spection of the deed for this very same land
or a part of said land made by said Surgeon
to Samuel Poter and of his vendees that he con-
veys to the said Poter only to "the fence said to be
the line of D.S. Dickinson" all of which will fully
appear by an inspection of said deed a copy of
which is heretofore marked (C).

Respondent did compromise with Wm Sullivan
H.S. Preston and S^r Minter two actions of ejec-
ment which he had instituted against them in
the Circuit Court of Lee County Va and it is also
true that in this compromise Respondent did
surrender and give up to said Sullivan, Minter &
Preston about 12 acres of land, but it is not
true that this land so surrendered and given up
was land sold or given up, by Respondent to said
Surgeon in the compromise with him, because
as heretofore stated in this answer and as stated
by the Plaintiff in his bill, the compromise be-
tween Plaintiff and Respondent only referred
to and embraced the land in dispute in said
suits against the vendees of the said Surgeon,
and this land surrendered to said Sullivan, Minter & Preston
who no part thereof, but it was then as now in possession of said
And it would be strange in deed if Plaintiff's
positions in this were true, If Respondent had
sold surrendered and delivered this land to Sur-
geon then why would Respondent being owing
Sullivan Minter and Preston for it, the very

Sullivan
Minter & Preston

position asserted by the Plaintiff ~~refutes itself~~
Respondent has heretofore stated that, He did
not claim ~~is not trying~~, and has not tried
to collect, ^{by execution or otherwise} any such judgment as the one refer-
red to by the Plaintiff in his bill. But it is
true that Plaintiff at the ~~March Term~~ ^{March Term} 1883 of
your Honors, Court ~~was~~ on the 4th day of April
1883, did obtain judgment against the Plain-
tiff ^{S. S. Surgen & N.S. Co.} for \$200.⁰⁰ with legal interest thereon from
the 1st day of Jan'y 1880 till paid & the costs
subject to the following credits to wit \$41.⁴²
paid April 2nd 1881. \$5.⁰⁰ paid Aug 24th
1881. and \$7.⁰⁰ Plaintiffs (Sundgraves) note
to N.S. Co. due Jan'y 1st 1880. All which will
fully appear by reference to said judgment
a copy of which is heretofore marked (D)
This is all the judgment which Plaintiff
claims against said Surgen or against said
Surgen & others, This judgment he does
claim as no part of it has been paid, but
all and every part of it is due to Respondent
and the said Surgen has no valid legal
or equitable offset against it or any part
of it. The bond or note upon which this
judgment was obtained is one of the
three notes before alluded to, as being given
to your Respondent by said Surgen as
the purchase price of the land above referred
to. And now having answered said bill of

of the Plaintiff as fully as he is advised it is ma-
tural or necessary for him to answer it, pray that
said injunction be dissolved and he be given
his costs in this behalf expended &c.

John H Snodgrass.

By his Counsel

Richmond Duncan & Orr.

Virginia, Lee County, to wit.

The foregoing ~~Answer~~ of John H.
Snodgrass was this day sworn to before
me by said Snodgrass to be true so far
as the facts stated depend upon his own
knowledge, and so far as they depend upon
information derived from others ~~he~~
believes them to be true. Aug 3rd 1883

James W Orr, Comr.
- in Chancery.

John H Snodgrass

ad 3 Answer.

J. R. Snodgrass

Filed at Aug. Rules 1883.

J. R. Snodgrass
Clerk.

4.21.
1.40.
1.30
13.00
\$22.11

A R Surgenor

Pliff

against
John H Snodgrass

Def

In Chancery

This cause came on this day to be heard upon the bill of the plaintiff, and answer of the defendant with replication thereto, the depositions of witnesses and was argued by Counsel. On consideration thereof it is adjudged, ordered and decreed ^{the injunction hereby granted to be dissolved and} that the plaintiff's bill ~~be~~ ^{is} dismissed, and that the defendant recover against the plaintiff his costs by him in this cause expended, And the cause is stricken from the docket.

Burgener
vs Deere
Indorsed.

Mich T. 1885-

Entered

J. R. Gibson D.C.

Enter
J. R. Gibson
Mich 30

A.R. Snymer
v.
John B. Snodgrass } Decree.

This cause came on this day to be again heard upon the papers formerly read in the cause, and was argued by counsel. On motion of the deft J.B. Snodgrass, the Court doth order, That the decree of September 4th 1883 entered in this cause, be enlarged so as to authorize L. M. Leamichael the County surveyor, to run city lines of the deed executed by the said Snodgrass to A.R. Snymer and any other lines desired by either party, and the cause is continued.

A. R. Sanger
V. } Decree
J. H. Snodgrass

Entered page 380
J. A. Hyatt
CLK

Enter this

In "A. K."
Mar 29/84

A. R. Surzener Plff.
 Against
 John A. Snodgrass Deft. } In Chy.

This Cause came on this day to be heard upon the bill of the plff; the answer of John H. Snodgrass, filed at rules and replication thereto. And was argued by Counsel - On consideration whereof and for reasons appearing to the Court. It is adjudged ordered and decreed that L. M. Carmichael, do go upon the land described in the plffs bill and ~~say~~ run at by actual survey the call of the writ of Ejectment mentioned in this Cause, and also any other lines of said land required by either party, and make a plat and report thereof, to ~~this Court at some future term and the Cause~~ But before proceeding to make said Survey he will give the parties or their Counsel due notice of the time of making said Survey - He will report his action to this Court at some future term and the Cause is continued.

A. R. Surgenor

v^o Decree

John Snodgrass

Aug. 7. 1883

Entered page 336.

J. A. Hyatt
AK

Enter this
Sept 11 1883
J. A. Hyatt

Virginia

At a circuit Court Continued and held
for Lee County at the Court House Sept. 4th 1883.

A. R. Surgenere

Plaintiff

vs

John H. Smodgrass

Defendant

In Chancery

It is adjudged ordered and
decreed that L. M. Carnical do go upon
the land described in the Plaintiffs bill and
run out by actual surveys the calls of the
Writ of Ejectment mentioned in this cause
and also any other lines of said land requ-
ired by either party, and make a plat
and report thereof. But before pro-
ceeding to make said Survey. He will
give the parties or their Counsel, due
notice of the time of the making said
Survey. He will report his action
to this Court at some future term
and the Cause is continued.

A Copy Lest-

J. A. G. Hyatt
clerk

A. R. Surgenor
1/2 Copy of Decree
vs 3/4 for Surveyor
John H. Snodgrass

Executed
J. H. Loring
D. J.

2 Copies

The deposition of L. M. Cormical
taken by agreement of Counsel
to be read as evidence upon be-
half of A. R. Surgenor, in a
Chancery Cause now pending in
the Circuit Court of Lee County on
in which said Surgenor is Plff
and John H. Snodgrass is defend-
ant.

L. M. Cormical being duly sworn
deposes and says.

Interrog. by Plffs Counsel.

Did or not you run at the request
of John H. Snodgrass, the land known
as the 100 acre ^{Snodgrass} tract, and did you
not also run the same land in
the cause of Snodgrass against
Himes, in which there was a com-
promise between Sullivan Winter
& Preston. If so state whether or
not said claims of Snodgrass
against these parties lap, if so
how many acres of the lap does
Sullivan Winter & Preston get?
Ans -

I did run at Snodgrass' request the
100 acres Doahams tract about June 1880
and by an order of the court in the cause

you mention and I laid down on the Plat which I here file with this Deposition Marked A. said 100 acre tract claimed by Snodgrass is represented on said Plat by the letters P. V. D. L. W. N + back to S. The Land embraced in the Kinser Suit as claimed by Snodgrass is shown by the letters ~~A. D. L.~~ D. L. M. Z. R. D. So that there is ~~an~~^a shaded spot & lapse of about 18 acres in the two claims. What is the fair cash value of this land per acre?

Ans

I think about \$10.00

Cross Examined

Question by Defts Counsel - Did you do any surveying in the Ejectment suit brought by Snodgrass and others against Samuel Potuit and others which suit was compromised between said Surgen and Snodgrass

Ans. I did not.

Question by same. Did. you make a report with your plat filed by you with this deposition Marked (A) if so does said report correctly detail the surveying done by you on that occasion.

Answer I did and said report correctly
details the surveying done by me, said
report is her filed marked (B)

And further this deponent says not,

L. M. Carmichael

We agree that the foregoing
Statement of L. M. Carmichael shall
be read as evidence without being
sworn to. as Justice being now Con-
venient Oct 27th 1883.

A. L. Prelimere atty for S.

C. T. Duncan " for Dft

Fee, for
L. M. Carmichael

Surveying, one day \$2.00
as atty - .50

A. R. Suramei

or Depo -

J. H. Snodgrass

Filed Oct. 1883

J. A. Hyatt
clerk

\$2.50

The depositions of John H Snodgrass
William Sullivan
and others taken at ^{Court's.} the ~~Law~~ Office of
the Circuit Court of Lee County in the Town
of Jonesville Lee County Virginia on the
10th day of ~~March~~ ^{March} 1885 before me H.C.
Joslyn a Justice of the Peace in and
for said County, ^{whose name is attached} Jureant to ~~agreement~~
which depositions are intended to
be read as evidence in a chancery
cause now pending in the Circuit
Court of Lee County Va in which A.R.
Surgener is Plaintiff and John H
Snodgrass is Defendant.

John H Snodgrass a witness
of lawful age being first duly sworn de-
poses and says.

1 Question by Defendants Counsel.

Please state the terms of compromise be-
tween yourself and A.R. Surgener, in reference
to the lands for which he executed the Note
now to you; what lands was embraced
by said compromise and all about it.

Answer. The lands embraced in the com-
promise was the land he claimed to have sold
^{against whom the actions of Ejectment were then pending}
to the parties in possession & I agreed to make
a deed to the land so far as those persons had
possession at the time of said compromise &
no farther. There was ^{several} certain tracts of land

that I was claiming & had deeds for in which I had only a part & it was my interest in these lands that I sold or that part that was in the possession of the vendees of A. R. Surgener & their under tenants to whom (as he stated) he had bound himself to make a good deed & they were owing him for said lands & he wished as he stated to clear the titles so that he could collect the money he agreed to give me ten dollars in hand (which he paid) & to execute his notes to me for six hundred dollars in three equal payments due at a time agreed upon & he also agreed to deed to me in further consideration one half of a certain wood land boundary embraced in a 158 acre survey on Walling ridge I proceeded to write a deed for the lands that I had agreed to release to him as above stated setting forth the considerations all except the ten dollars which was paid as a matter of costs & he (A. R. Surgener) sat by until the deed was finished which embraced as above stated that part of the land embraced in the declaration of ejectment vs. Saml. Poteet & others that was then in their possession & when the deed was finished Mr. Surgener took the same to have it inspected by his counsel & when he returned he made no objection to it except that it did not have my wife's

signature to it the notes were then prepared & left with Mr. M. D. Richmond to hold until I returned a deed with my wife's signature at which time I was to have the notes all of which was done & afterwards & about the time Mr. Surgener was preparing to convey ^{by} deed to his vendees he requested me to take up the deed left with Richmond & make a deed with general warranty, that his vendees were dissatisfied with the deed of special warranty & that if I would do so he would pay me extra. The matter passed off until I had obtained a judgment against Mr. Surgener & my counsel then having some conversation with Mr. Surgener's counsel & adjusting some of the matters in controversy advised me to execute a deed of general warranty & that they thought the matter would be settled without any further trouble & I accordingly executed the deed as advised & gave it to my Atty. who informs me ^{he} tendered it to Mr. Surgener.

The land referred to by A. R. Surgener in his declaration as being given up to Mr. Sullivan & others was not included in the compromise made ^{by me} with said Surgener he did not claim to have sold it to Poteet & others ~~as he had claimed to have sold it~~ & the land I agreed to deed to him was to the fence only & the land beyond the fence ~~was to be sold to the heirs & representatives of S. S. Dickenson Dec. for many years~~ had been claimed & in possession of the heirs & representatives of S. S. Dickenson Dec. for many years

And further This deponent doth
Not.
J. H. Snodgrass.

William Sullivan, another witness
of lawful age being duly sworn deposes & says
Question by Defendant's Counsel

At the time or while the Ejectment
suit of Snodgrass against Poter &
others was pending in the Circuit
Court of Lincoln County, Va and before the
Compromise was made between
said Surger & Snodgrass, did
you have any conversation with
said Surger in which he told you
that Snodgrass was claiming part
of your Dickinson land if so
please state all he said about it
as nearly as you can remember
Ans.

While said suits were pending,
and before the compromise
between Snodgrass and Surger
was made, the Surger and
myself, did have a conversation
with respect to the lands claimed
by said Snodgrass, and in that
conversation the Surger
told me that Snodgrass was
claiming or would claim
part of the land purchased
by Preston, Minter and myself
of the S. S. Dickinson lands

and he advised me to compromise with said Snodgrass or rather he wanted me to join with him make the compromise — altogether, contending that we could make the compromise cheaper by settling all at once, but I refused to do so, and afterwards Mr Snodgrass brought suits against us for said piece of land, and for another piece lying nearer the top of the ridge. These suits were afterwards compromised between said Snodgrass and ourselves by the terms of which, we surrendered to Mr Snodgrass the piece of land lying nearest the top of the ridge, and he surrendered to us the other piece, known as The Boggs land.

During the pendency of the ejectment suits against us as well as during the pendency of the suits against Pattee & others Mr Surgeson and myself talked several times about the matter, and he never to me set up any claim to said

piece of land surrendered to us
by said Snodgrass in the
Compromise, in fact we had
him summoned as a witness
in our behalf, and we wanted
to prove by him the length of
time that S. I. Dickinson and
those claiming under him
had, had said land in pos-
session, and we especially
wanted to prove by him that
he built the fence where we
claimed the line to be. Mr
Surgener told me he did build
said fence

Cross examined

Question by Off. Please state if the conversation refer-
ed to by you as taking place between Mr Surgener &
you, was before or after Surgener & Snodgrass had
compromised the suit of Snodgrass vs. Patent vul?

Answer. I think the conversation took place before
before the compromise referred to, was made

Question by the Same At the time you Preston
& Hunter were trying to compromise your suits
with Mr Snodgrass at Dick's Hotel, did Mr. Snodgrass
inform you, that he could not agree to any compromise
without first consulting Mr Surgener, and did he
not then go to hunt up Mr. Surgener as he said with
the view of consulting him in relation thereto?

W. Sullivan
 Claims 2
 day's \$1.00

Answer My recollection now is, that at the time aforesaid to, Mr Snodgrass did say that he could not agree to any compromise without first consulting Sargunier and he then started as if he was going to consult with him, and did go and bring him in, and after Mr Sargunier's arrival he stated there publicly, that he had an interest in the land which was the subject of controversy, but I do not remember whether Mr Snodgrass was at that moment present or not And further This deponent saith not.

W^m Sullivan

Virginia Lu County To wit

I H. C. Joslyn a Justice of the peace in and for the County aforesaid do certify that the foregoing depositions of John H. Snodgrass, and Wm Sullivan were taken sworn and subscribed before me at the time place and for the purposes mentioned in the caption Given under my hand this the 10th day of March 1885

Henry C. Joslyn J.P.

J. H. Snodgrass
 and 3 depositions
 A.R. Sargunier
 Recd from J. P. Shafar
 whom taken and
 filed Mar. 10. 1885.
 J. C. Westcott

Justice fees - 1.50
 Sheriff 50
 Witness 1.00
 3.00

The depositions of A.R. Surgenor, Samuel
Potter and M.D. Richmond

taken before me H.G. Jocelyn a Justice of the peace
in and for Lu County, at the office of C.T. Duncan
on the 23rd day of March 1885 by consent, to be
read as evidence on behalf of the Defendant
in a chancery cause now pending in the Circuit
Court of Lu County in which the said
A.R. Surgenor is plaintiff and John H.
Snodgrass is defendant.

A.R. Surgenor a witness of lawful age,
being first duly sworn deposes and says
Please state, the whole nature of
the controversy between you and
Mr Snodgrass.

Answer. Among other tracts of land for
which Mr Snodgrass secured my
vendees, Samuel Potter and
N. S. Cox, there was a one
hundred acre tract known
as the Elisabeth Graham tract of
100 acres. This tract was in part
embraced by the fence of the
late S. S. Dickinson. There is
embraced by the fence about
fifteen to eighteen acres, worth
from ten to twelve dollars
per acre. This land is ^{as} I understand

it the same land, included in
the Suite of the said Snodgrass
against Sullivan Menter &
Preston, and given up to
them, by the terms of the compro-
mise between those parties,
in this ^{last} compromise I had no
part, and gave no consent to
it, while the Suite was pending
by Snodgrass against Cox and
Potter. I compromised those
Suits with him, which would
cover all the land for which
he had sued them, either in
his own name or in the name
of others, and for his claim
thus asserted for himself and
others, I was to pay him six
hundred and ten dollars, I
paid him ten dollars down
and executed three notes to him
for two hundred dollars each,
and by the terms of the compromise
I was to give him, Secrecy which
I did by N. S. Cox and S. S. Surgeson
signing the same which was satisfactory,
on the giving this Secrecy, he was
to make me a good and sufficient

deed without awaiting the maturity of the notes or the payment of them, a deed was prepared on the day that the notes were executed, and presented to me by the said Snodgrass. I took it for inspection and had it examined by my Counsel Messrs Lane & Richmond, on being advised by them, I returned the deed to him, and stated that his wife's Signature and acknowledgment was necessary. No further objection was made at that time, for as I now remember that deed had Covenants of general warranty, this same deed, together with the notes that I had executed to Snodgrass was taken and given to Mr. B. Richmond for safe keeping until Mr Snodgrass should prepare a proper deed, with his wife's Signature and acknowledgment attached thereto, then he was to have the notes and old deed, and I was to have the deed to the land. I have called on Mr Richmond several times for the deed, but up to the present time he has

not been able to produce it, and
up to this time I have not been
able to see it. I have just heard
read a deed purporting to be executed
on the 2^d day of April 1878, by
J. H. Snodgrass, Alex Snodgrass, & C. C.
Retherford by J. H. Snodgrass his atty in fact,
and, this deed I feel certain is not
the deed first shown me by
J. H. Snodgrass, and this deed is
the one in this Cause marked "A,"
when this deed was presented to me
by Snodgrass, I refused to accept
it, because no such reservation
as is in that deed was in our
Contract, and I was to have a deed
with a general warranty, after
my refusal Mr Snodgrass had
presented to me another deed, which
is now before me, and is on
file with these papers marked B.
This last deed was presented by
J. W. Orr, and this deed I have
just heard read, I objected to this
deed also, because it did not
cover the land which I had purchased
but excluded the land first spoken
of by me, as being enclosed by

D. S. Dickinson's fence. If this deed had covered the 100 acre Elizabeth Graham tract, I could not have accepted it because he had then surrendered it to Sullivan Abinter & Preston, on the compromise between them, and therefore did not have title to it. I happened to be present in Court when the said compromise between Snodgrass and Sullivan Abinter & Preston was announced and I appealed to the attorneys of Snodgrass not to agree to it, because I had an interest in it but it was nevertheless made over my protest, before that time said Snodgrass had recognized my rights, and sought to obtain my consent to such compromise more than once, but I never gave my consent to it, The difficulties to this deed, and the changed aspect of the case, by reason of the compromise between Snodgrass and Sullivan Abinter & Preston, arose mostly after I had made the payments of the purchase money except the balance as shown in the case.

The land given up to Sullivan and others, was embraced in the terms of my compromise with Snodgrass, and he after stated to me, that he would be sure to gain it, and there would be that much coming back to me when he should gain it, and I never agreed to release him from it, and I am now and always have been unwilling to accept a deed that did not cover it.

Cross Examined.

At the date of the institution of the suits in Equity by Snodgrass and others against Samuel Poter & other your vendees, and at the time you compromised with said Snodgrass as stated above, by you, who was in the possession of the lands afterwards surrendered by Snodgrass to Minter Sullivan & Preston in the compromise between them.

Answer

As to the land that was surrendered to Sullivan & others by Snodgrass, it was in the possession of S. S. Dickinson's heirs, or those claiming under purchase at the Judicial Sales of his land, Auction by Saml. who was in the

possession of the land so surrendered
by said Snodgrass to ~~Mr~~^{Wm} Sullivan &
others, at the time you sold ~~to~~ Samuel
Potter.

Answer. D. S. Dickinson's heirs, said
sale was made by me to Potter
and Cox in the Spring of 1874,
in witness whereof. To which one of the
parties, Potter or Cox did you sell that
part of the land adjoining the land of
D. S. Dickinson.

Answer I sold it to Samuel Potter
in witness whereof. Did you not sell
all the Graham or Rutherford land
owned by you to these parties.

Answer I sold to the fence and told them
there was some land on the other
side of the fence, that was said
to belong to the Elisabeth Graham
tract, but I would not bind
myself for the title to that, and
I told them that if they would
contend for it and could get
it they might have it, but
they did not contend for it. This
was sometime before Snodgrass
sued Potter and Cox as my vendees,
at the time Snodgrass and myself

Compromised, he rated that land at about Two-hundred dollars & said I would certainly get it back. Question by same. For how long a time had you known said parcel of land to be in the possession of Daniel S. Dickinson W.R. Boles and those claiming adversely to the Rutherford & Grakams, before the date of your compromise with Snodgrass.

Answer. I have known the land since about the year 1870. or 1871. at the time Snodgrass and myself compromised he claimed that limitation would not cut out the Rutherford heirs and he was sure to gain it.

Question by same. Has the said Poter and Cox your vendors or either one of them either before or since the compromise between you and the said Snodgrass surrendered or given up to you their interest in the land given up by Snodgrass to Sullivan & others in the compromise given. This question is excepted to since land cannot be surrendered by force. A.L. Dickinson

Answer. There has been nothing said between us on that subject that

I remember of.

Question by same. Are you certain that the deed prepared by Mr. Snodgrass at the time of your compromise with him was left with M. D. Richmond.

Answer I think it was. I am pretty certain it was.

Question by same. Then why do you state in your bill in this cause that said deed not having the signature of his wife to ^{it} was taken by said Snodgrass to procure the signature of his wife to it?

Answer If that statement is in the bill I did not so understand it, but the facts in the case are just as I have stated them.

Question by same. Does not the deed here filed as exhibit "A" bear date at the time of the compromise between you and Snodgrass.

Answer I suppose it does. both deeds one marked "A," and the other marked "B;" both bear the same date at the head

Question by same. At the time the note upon which the judgment mentioned in this cause was presented to you by C. J. Duncan for payment, did you

put up any claim or urge any objection
to the payment of it except that the deed
contained only covenants of special war-
ranty?

Answer. I dont remember whether I
did or not.

And further this deponent saith
not.

A. R. Surgeson

Samuel Poter another witness
of lawful age, being duly
sworn deposes and says:

I am acquainted with the piece
of land spoken of as being
surrendered by Snodgrass to
Sullivan, Minter & Preston. I
have seen it run by a Surveyor,
and it is within the tract known
as the 100 acre Graham tract,
it is embraced in the compromise
as given up to Sullivan & others,
I regard said land as worth
ten dollars per acre.

S. Poter
Claims
2 days \$1.00

And further this deponent saith
not.

Samuel Poter

M. D. Richmond another witness
of lawful age. being duly

Sworn deposes as follows.
Mr Snodgrass left a deed
with me for Mr Surgenor
if Mr Surgenor ever got
the deed I have no recollection
of it. I do recollect of looking
for the deed several times, and
could not find it, and have
never found it to this time.

Cross examined
Question by Plaintiff's Counsel
Was there any notes left with you by
Mr Surgenor at the time Snodgrass
left the deed with you to be delivered
to Mr. Snodgrass

I don't think there was any
notes left with me.
Question by same. Do ^{thou} whether said
deed was left with you at the time
of the compromise between Surgenor
and Snodgrass or sometime after.
I don't know the time it was left
with me. And further this deponent
saith. Not. M. D. Richmond
Virginia Lee County To wit:

2 H. C. Joslyn a Justice of the Peace
for said County, do hereby Certify, that
the foregoing depositions of A. R.

Surgeon. Samuel Potteet and
M.D. Richmond, were duly taken
sworn to and Subscribed before me
at the time and place mentioned
in the Caption of the Same,
Given under my hand, this 23^d
day of March 1885.

H. C. Foslyn J.P.

A. R. Surgeon

vs.

F. H. Snodgrass

Depositions of

A. R. Surgeon

Samuel Potteet &

M.D. Richmond

Filed Mar. 24th 1885.

J. A. Styratt
C.C.

Justice's fees \$1.50

To the Hon. John A. Kelley, Judge of the Circuit Court of Lee Co Virginia -

Pursuant to an order of your Honors Court - continued and held for Lee Co the 2nd day of Nov 1879

John H. Soudgrass et al. Plffs.)

VS

Hiram Kiniser

Deff

In Execution

I, the undersigned surveyor appointed, went on the 25th day of June 1886, upon the lands in dispute in the above styled suit and surveyed and laid out said lands according to the following Report & Plat -

Beginning, for the Plff, in order to locate the Eastern bounds of the "Elizabeth Graham 100 Acre Tract" at (A) a point in a cleared field, said point was shown to me by Alfred ^{Hall} as the beginning corner of the "Thomas Graham 155 Acre Tract" - a maple & sycamore (now gone) Thence south "72 1/2 ft" to (B) a chestnut and black oak on the top of the ridge (not found) Thence, from (B) "with the top of the ridge westwardly" S 71 1/2 W 18 ft 76 W 11 ft 79 1/2 W 13 ft 88 W 11 1/2 S 72 1/2 W 02 S 36 1/2 W 7 S 28 1/2 W 18 S 52 1/2 W 8 1/2 S 57 W 14 S 59 W 15 S 75 1/2 W 12 1/2 S 83 W 10 in all 203 ft to (C) a poplar marked, with old marks, as a corner tree. Thence, from (C) "416 ft" to (D) a sugar tree, ash, & white oak. I run this line no further than

79 poles to (A) the top of a ridge. In order to establish the western bound of Pless's Land, said "Elizabeth Graham 100 acre Tract" we had to locate the "Boggs 6 acre Tract," and for this last named purpose we had to identify the Boggs 55½ acre Tract, which we did by beginning at (D) the 2nd corner of the last named Tract - "a large white oak sugar tree and beech on top of a hill" now a large white oak stump shown to me by W^m Marcum as a corner to said "Boggs survey" Thence from (D) 124 W 17 p to (E) an ash (now a stump) Thence from (E) 19 W 60 p to (F) a chinquapin oak stump & cedar on the face of a rocky ridge" now a chinquapin stump a cedar stump & a cedar standing marked as a corner tree - said corner was shown to me by W^m Marcum as a corner to the "Boggs survey." This line measured 68 p. At this corner (F) the left agreed to the identity of the survey and that the last named lines & corners are the true lines of said "Boggs 55½ acre Tract." In order to locate the "Boggs 6 acre Tract" we began at (D) the white oak stump the 2nd corner of the "55½ acre Tract" Thence, from (D) with the reverse bearing of the 1st line of said Tract S 57 W 80 to (H) a "white oak on top of a hill" said tree was marked with very old marks on the S.E. & N.W. On this line at (I) "where it crosses a hollow that comes down west of the house" (a distance of 19 p from (D)) is the beginning corner of said "Boggs 6 acre Tract" Thence, from (I) we run "with said hollow" S 40 E 8 p S 18½ E 54 S 1 W 20 to (K) "the top of the 1st spur" Thence "with said spur" N 87 E 11 N 67 E 10 N 68 E 8 N 66 E 6½ to (L) "a large white oak opposite the head of the next hollow" "ford down said hollow" N 28 W 86 p to (D) a "line of the aforesaid Tract of 55½ acres" This last line (as I run starts "down said hollow" but leaves it gradually slanting along the side of said hollow until it reaches the top of a spur (Q) at the distance of 50 p from (L) Thence from (D) S 57 W 19 p "with the same as (I) the beginning" The Pless claims that the above meter & bounds viz: G. K. L. & back to G include the entire original "Boggs 6 acre Tract" (By calculation the above bounds contain 12¼ acres) Hence: that the western bound of the "E. Graham 100 acre Tract" cannot be farther East than L, D) We run, thence

from (L) "John Bogg's line" (as claimed by Deft) along
the top of the ridge "N 69 $\frac{1}{2}$ E 10 $\frac{1}{2}$ p N 89 E 9 $\frac{1}{2}$ N 88 E
5 $\frac{1}{2}$ N 78 E 5 $\frac{1}{2}$ N 67 E 8 p to (U) a point $\frac{1}{4}$ N.W.
of (W) "a large white oak" opposite the head of a hol-
low said white is marked as a corner tree and claimed
by the Deft. to be the same as called for in the "Bogg's 10
Acre Tract" as "a large white oak opposite the head of the
next hollow Thence, from (U) along the top of the ridge
N 65 $\frac{1}{2}$ E 7 $\frac{1}{2}$ N 89 $\frac{1}{2}$ E 7 S 76 E 11 S 81 E 5 $\frac{1}{2}$ to (K) the west-
ern line of "Thomas Isaham 155 Acre Tract"

To locate the northern bounds of said 100 Acre
Tract we began at D. "John Bogg's line" and
"with Taylor's original line" N 57 E 110 p to (V)
"The Beginning" a Buckeye on the North side of
Walling's ridge - s'd point was in a cleared

Can you follow
the course of the creek
across the hollow
to the Boggs line

field (tree gone) Thence S 47 E 94 to (P) "a
chestnut oak hickory & locust on top of the ridge"
I found a hickory standing, a large chestnut
oak down & locust-stumps - a north course
as called for in the title papers takes us from
instead of to the top of the ridge" - To show
the Eastern bound of the "Boggs 6 acre tract"
as claimed by the Deft. we run from (W) the
white-oak before described, Thence Northward
1 1/4 to (U) Thence down a hollow with a fence N
3 1/2 W 4 1/2 N 52 W 5 1/2 N 50 W 5 N 4 1/2 W 6 1/2 N 45
W 7 N 36 W 9 to (Z) another fence and with the
same leaving said hollow up a hill side N 86 W
6 S 86 W 4 N 73 W 8 poles to (A) the Taylor line
S 57 W 20 to D

Deft did require no surveying but to
measure the distance (W) to (U) and to explain
by Plat that they claim the bounds.

L. K. W. C. back to S to be the original
"Boggs 6 acre tract"

Cost	Surveyors Fee	\$15.00
	Charley Hall Chaincarrier 1 1/2 days	1.50
	Joseph L. Stanifer " 2 "	2.00

All of which is most Respect submitted
J. H. Cornittal S. L. C.

and calls to run
across Hollow to
Boggs.

Filed Aug. 20th 1880
The Clerk of the Court
at the County of Boone
Missouri

This deed made this 2nd day of April in the year of Christ 1878 between J. H. Snodgrass & Aley his wife of Wise county Virginia & C. B. Rutherford late of Moultrie county Illinois of the first part & A. R. Surgenner of Lee county Virginia of the second part. Witnesseth that the S. parties of the first part for & in consideration of a deed made & executed to J. H. Snodgrass by the S. party of the second part to an undivided interest of one half in a certain tract or parcel of land supposed to contain 45 acres or thereabouts which interest is estimated at one hundred dollars the receipt whereof is hereby acknowledged & for the further consideration of the sum of six hundred dollars lawful money of the U. S. the payment whereof having been secured to them by the execution of three certain ^{notes} signed by the S. party of the second part & S. S. Surgenner & N. S. Cox as security doth grant bargain & sell unto the S. party of the second part all their right title & interest in & to two certain tracts or boundaries of land lying & being in Lee county Va. on the S. side of Powels river & north side of Wallings ridge viz, all their title in a certain boundary of land heretofore known as the James Graham land on S. side of Powels river about 3 miles S. E. of Fonesville adjoining the old Poor-house farm supposed to contain three hundred acres it being the land that the S. Graham died seized & also all their

title to a certain other tract supposed to contain
one hundred acres & heretofore known as the Eliz-
abeth Graham land adjoining the above described
land & also adjoining a 155 acre tract deeded to
Pulina & Louisa Ruther^{ford} (excepting out of the
said Elizabeth Graham tract a boundary supposed
to be about twenty acres or thereabouts & which is
to be described by an old fence that in time past
had been regarded as a line fence between A. R.
Surgener & D. S. Dickenson Dec. running from the
top of a spur of the ridge northwardly down a
hollow to what is know as the old Gaylor line &
the S. twenty acre reservation is furthermore to
be described by running westwardly with the S.
Gaylor line at the hollow last mentioned to a corner
in the John Boggs land thence South-Eastwardly
to the top of a spur of the ridge at a white oak
a corner in the 6 acre Boggs tract thence East-
wardly with the top of S. spur to the beginning)
with their appurtenances (all of the foregoing
lands are sold, transferred, reserved, & agreed
upon by boundary & not by quantity) to have
& to hold unto the S. party of the second part
& his heirs forever & the S. parties of the
first part for themselves & their heirs doth covenant
with the S. party of the second part & his heirs that they
will warrant specially the premises hereby conveyed
Witness the following signatures & seals

J. H. Snodgrass (Seal)
her
Aley X Snodgrass (Seal)
mark
C. C. Rutherford (Seal)
by J. H. Snodgrass his attorney in fact

Virginia

Wise county to wit

We George Snodgrass & Samuel Salzer justices
of the peace in & for the county aforesaid do certify
that J. H. Snodgrass, Aley Snodgrass & C. C. Rutth-
erford, by J. H. Snodgrass his atty. whose names
are signed to the foregoing writing bearing date
on ~~the~~ the 2nd day of Apr-1878 hath acknowledged
the same before us in our county aforesaid
~~and~~ the said Aley Snodgrass the wife of J. H.
Snodgrass being examined by us privately &
apart from her said husband & having the
writing aforesaid fully explained to her acknowl-
edged that she had willingly executed the
same & did not wish to retract it given
under our hands this 27th day of Apr. 1878

George Snodgrass J. SO
Samuel Salzer JP

This deed made this 2nd day of Apr. 1878 between
 J. H. Snodgrass & Aley his wife of Wise Co. Virginia &

C. C. Rutherford of Moultrie Co. Illinois of the first part &
 A. R. Surgener of Lee Co. & State of Virginia of the second
 part. Witnesseth that ^{the parties of the first part} for & in consideration of the sum
 of six hundred dollars lawful money of the U.S. Secured
 to them doth grant bargain & sell unto the S. party of
 the second part all their right title & interest in
 & to two certain tracts or parcels of land lying & being
 in Lee county Virginia on the south side of Powell
 river & North side of Watkins ridge it being lands
 of which James Graham ^{in his life time bought} bought of Jacob M. Post
 of which he died seized & for a description reference
 is hereby made to the records in the clerk's office of
 the county court of Lee county said lands supposed
 to contain three hundred acres but sold by boundary
 & not by the acre the interest hereby conveyed is one
 undivided fourth & also a part of one other tract
 joining the above land & known as the Elizabeth
 Graham tract supposed to contain one hundred
 acres (which is also sold by the boundary & not by
 the acre) & for a description of said land reference
 is made to a deed made by Wm. Hobbs & wife to
 the S. Elizabeth Graham & of record in the clerk's office
 of the county court of Lee Co. the said part of the said
 land hereby conveyed is all that part not enclosed
 by a fence made & claimed by D. S. Dickenson deceased
 or those claiming under him as cut of next to what
 is called the Boggs land & the said parties of the first
 part for themselves & their heirs doth covenant with the
 S. party of the second part & his heirs that they will warrant
 generally the premises hereby conveyed with the
 following signatures & seals

J. H. Snodgrass Seal
 Aley ^{her} Snodgrass Seal
 C. C. Rutherford Seal
 by J. H. Snodgrass
 his Attorney

Virginia

Wise county to wit

I D. M. Lipps a notary Public in & for
the said county do certify that J. H. Snodgrass, Aley Snod-
grass & C. C. Rutherford (by his atty. J. H. Snodgrass) whose
names are signed to the foregoing writing bearing
date on the 2nd day of April 1878 hath acknowledged
the same before me in my county aforesaid & the
S. Aley Snodgrass the wife of J. H. Snodgrass being exam-
ined by me seperate & apart from her said husband
& having the writing aforesaid fully explained to her
acknowledged that she had willingly executed the
same & does not wish to retract it given under
my hand this 18th day of June 1883

D. M. Lipps N. P.

(E1)

Virginia

At a Circuit Court Court'd, ~~re~~ for Lee
County at &c on the 4th day of April 1883

John H. Snodgrass

Plff

vs

In Debt

A. R. Surgeon, S. S. Surgeon & N. S. Coch Defs

This day came again the parties by
their attorneys, And thereupon the
defendants withdrew their pleas filed
at last term in this cause, without prej-
dice. It is therefore considered by the
Court that the Plaintiff recover against
the defendants \$200.⁰⁰ the debt in the declara-
tion mentioned, with legal interest thereon
from the 1st day of January 1880 till paid
and the costs subject to the following and
its to wit, On April 2nd 1881 \$41.42, by
Cash August 24th 1881 \$5.00 and by Plff's
note executed to N. S. Coch for \$75.⁰⁰ due 1st
January 1880.

A copy Test: —

J. A. Hyatt Clerk

Snodgrass
with copy of Indgt
A.R. Sargen et al

(D)

Free for copy 20¢

Know all men by these presents that
we A. R. Surgenor & S. H. Linsay
are held and firmly bound unto the
Commonwealth of Virginia in the just
and full sum of Two Hundred and Fifty
Dollars, for the payment thereof well and
truly to be made to the said Commonwealth
We bind ourselves our heirs executors
jointly and severally firmly by these presents
and we hereby waive the benefit of our
Homestead exemptions as to this bond
Witness our hands and seals this July
18th 1883.

The Condition of the above obligations
is such that whereas the said A. R. Surgenor,
on the 7th day of July 1883, obtained
from the District Court of Lee County
Virginia an injunction enjoining and
inhibiting John H. Snodgrass his agent
or attorneys from collecting a certain
Judgment which said Snodgrass obtained
against said A. R. Surgenor ^{for his account} for \$200.⁰⁰
~~with~~ interest from the 1st day of January
1880, and costs at law, subject to a credit of
\$41.42 paid April 1881, & 5⁰⁰ paid Aug. 24th 1881,
& \$75- paid on — day of — 188, or
any part thereof

Now if the said A. R. Surgenor shall well
and truly pay all costs and damages
which may be awarded against him
in case the said injunction shall be
dissolved then this obligation to be null and void
otherwise to remain in full force and

Christie.

A. R. Surgenor
A. H. Henry

A. R. Surgenor
vs Bond
John H. Snodgrass

~~193.84~~
 50.00

 133.84

Jack
Sine.

Gr

Sine Jan 133.84 one
month. one bill

on 2nd

	50.00
\$	<hr/> 183.84
cash. 2nd	180.00

cash. 46 " 2.5 -

\$	<hr/> 364.09
----	--------------

By check 300.00

Cash.	<hr/> 364.09
-------	--------------

15" 60

12" 50

10" 50

7" 50

8" 50

~~5-3~~ 11 50

The Estate of J. M. Wheeler Sr.
To J. M. Wheeler Jr.

1890

Sept. 1 Balance on B approved money \$64.09
Interest from said date

Virginia Lee Co. Court:

J. N. A. W. Skerrin, special comm. in
the chancery cause of J. M. Wheeler
against C. R. Thurston do certify that
J. M. Wheeler made oath before me
that the above account is just, cor-
rect and unpaid and there are
no off-sets on credit against said
account given under my hand
this July 15, 1875. N. A. W. Skerrin
Special Comm.

This day C. J. Duncan, personally appeared
before me, H. A. W. Skerrin Commissioner and
made oath the paper here to attached is in
the hand writing of J. M. Wheeler our deceased
given under my hand this 19th day of Feb. 1890
N. A. W. Skerrin
Special Comm.

J. M. Wheeler Sr. (dec) Dr
1890 To J. M. Wheeler Jr
Mar 25 To Bl due on Settlement on Beef
Business or Contract \$453.99
Interest for Three years & Sin. Mont 95.33
549.32

J. M. Wheeler & Hiram Roberts
personally appeared before me by ~~campbell~~
and made oath to this account to
be just on the 20th of September 1893
C. G. Campbell, J. P.

(9)

Surgener
D'nothgraph.

Is a bill to enjoin purchase money. The bill sets out the facts. And the cause of action - It is respectfully submitted that the proof sustains the bill - See the declarations in Ejectment and the causes referred to as the land claimed, which is clearly proven to be a part surrendered to Sullivan Winter Preston.

The defendant in his answer on the second page makes the admission in response to the bill.

"It is also true that the matters in controversy in said suit (Ejectment) in ejectment were compromised and by the terms of that compromise the said plaintiff, was to pay your respondent \$600 for which he executed his said three notes aforesaid. And in consideration thereof your respondent ~~surrendered~~ under took to convey to the said Surgener, by a good deed the land in controversy in said suit. That is the land which was in the possession of the said Patet. and the other defendants against whom the action was brought. The proof shows the whole 100 acre Elizabeth Graham tract - The goodness of the deed is question

The proof shows conclusively that
Suzermain did not get the land con-
tracts for. Saw no compromise
of them to Sullivan & Preston & others
can properly affect him only
by his consent. See report on
both sides.

A. L. P.

Suzermain

W. J. Bridgman

W. J. Bridgman

W. J. Bridgman

Mr A R Surgeon.
Sir

You will please take
notice that on Sunday the 10th day
of March ¹⁸⁸⁵ at the Clerk's Office of the
Circuit Court of Lee County I will proceed
to take the deposition of Mrs Sullivan & Mr
Commical & others whose depositions
are intended to be read as evidence in
my behalf in a suit in chancery now
pending in the Circuit Court of Lee
County in which you are plaintiff
and I am defendant if said depositions
are not completed on that day the taking
thereof will be continued from day to day until
finished

March 7th 1885

John H. Surgeon.

John H Swadlow

adrs. } Notar.

A.R. Swadlow

Quoted by desir
ing a true copy of
the within notice to
A.R. Swadlow, and
Monday morning Feb
9th 1885

J.H. Guiry D.S.

for R.D. Hanon sds

Shuffler for
Serving this notice 50
Paid by Swadlow.

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting.

We command you to summon

Samuel Poter

H. C. Goslyn J. P.
to appear before the Judge of our County Court of Lee County, at the Court House, on the 21st day of the

March ~~Term~~ next, to testify and the truth to speak in behalf of *A. R. Surger*

in certain matters of controversy in our said Court between *A. R. Surger vs.*

John H. Snodgrass

A. R. Surger

Plaintiff, and

John H. Snodgrass

Defendant. And this *you* shall in no wise omit under the Penalty of Twenty Dollars. And have then and

there this Writ. Witness, ~~JOHN R. GIBSON, Clerk of our said Court, at the Court House, the~~ *This the*

day of *March 17*, 1885, in the 10th year of the Commonwealth.

H. C. Goslyn J. P., Clerk

Samuel Poter
Lpo

Executed by Sumner
- on the within
witness
mch 19/85 J H. Ewing
S.S.
for J. S. & F. L. Ewing
J. L. C.

Virginia

Lee County To wit:

To The Sheriff of Said County,

I hereby Command you, in the
Name of the Commonwealth of Virginia
to Summon Luther Carmichael, to
appear at the office of H. J. Morgan
in the Said County, on the 21st day
of March 1885, to testify and the
truth to speak in behalf of A. R.
Surgener, in a matter of Controversy
pending in the Circuit Court of Lee
County, between Said A. R. Surgener
Plaintiff and John H. Snodgrass Def.
and this he shall in no wise omit,
under penalty of \$100.00. And have
then and there this writ,
Given under my hand this 11th day
of March 1885;

H. C. Foslyn J. P.

A. R. Surjener
W. S.

John H. Snodgrass

Summons for
Luther Cornichell

Execute by Summons
The within writ of March
17 1885 J H Ewing Esq

for Robt Flanery
J. L. C.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

John W. Snodgrass

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *August*,

next being rule day to answer a bill in chancery exhibited in our said Court against

Him by *A. R. Surgenor*

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This *20th* day of *July*, 188*3*, in the 10 *8* year of the Commonwealth.

J. A. G. Hyatt Clerk.


120
A. R. Surgenor

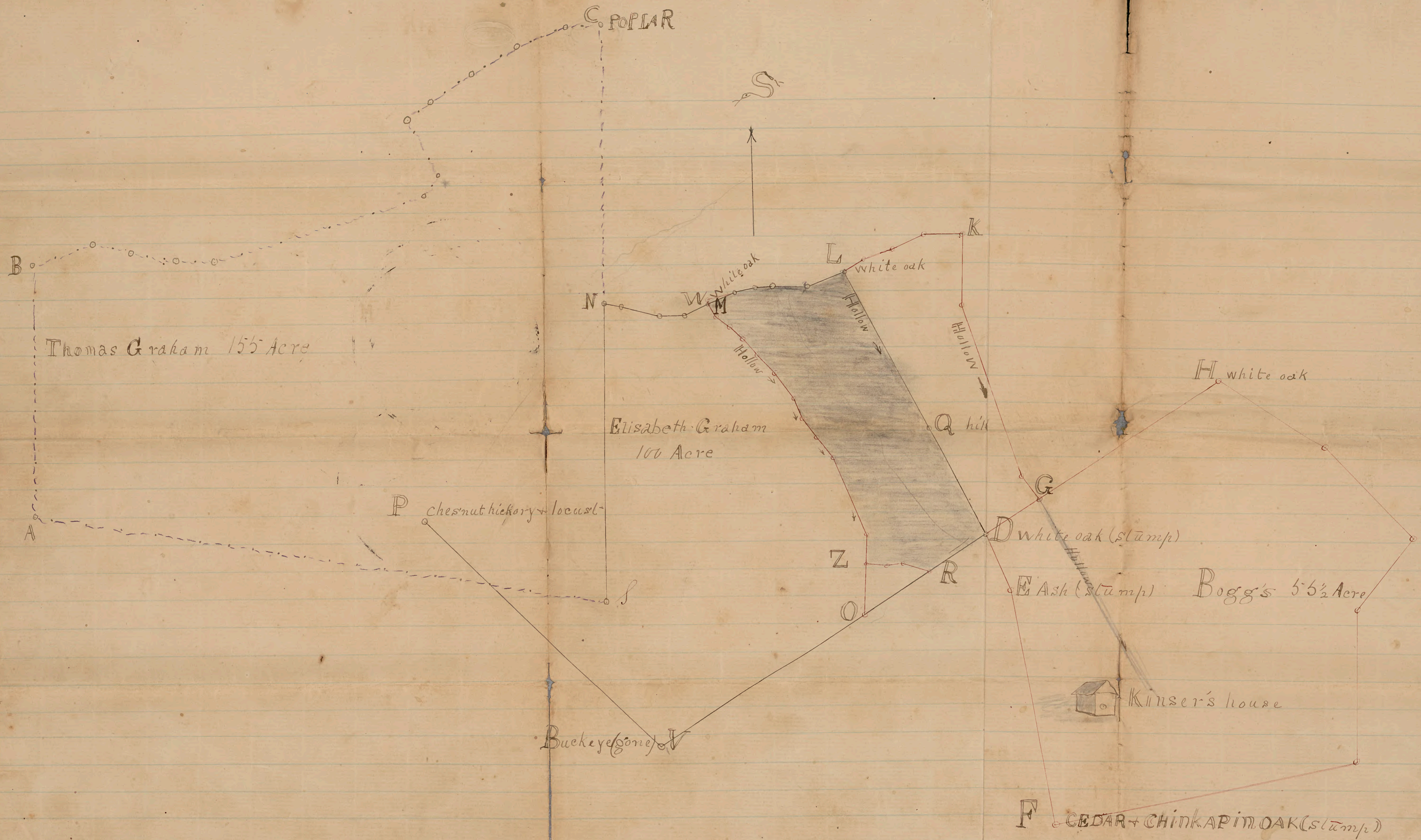
no 3 Spachey

John H. Snodgrass

To Aug. Rules 1883

Not Executed the
left appeared &
answered.





(A)

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